

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)	Chapter 13
CANDRICE C. BOYD,)	Case No.: 17-45299-399
Debtor(s).)	Hearing Date: 11/08/2017
)	Hearing Time: 10:00 AM
)	Hearing Location:

2nd Amended CHAPTER 13 PLAN

PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)

\$1,000.00 per month for 48 months.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of _____, if any, to be paid to the Trustee.

DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

1. Trustee and Court Fees. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. Executory Contract/Lease Arrearages. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
---------------	------------------	-------------

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
---------------	-----------------	-------------------

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
---------------	-----------------	----------------------

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph ____ below.

CREDITOR NAME	MONTHLY PAYMENT
---------------	-----------------

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
Seterus	\$1,762.85	Debtor
Veripro Solutions	\$0.00	Debtor

(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
---------------	------------------	---------------

4. **Attorney Fees.** Pay Debtor's attorney \$1,820.00 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See the Local Rules for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
Seterus	\$27,000.00	48 Months	0.00%
Veripro Solutions	\$0.00	48 Months	0.00\$

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.50% interest.

CREDITOR	Est. Balance Due	Repay Period	TOTAL w/ INTEREST
----------	------------------	--------------	-------------------

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 5.50% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

Creditor	Balance Due	FMV	Repay Period	Total w/Interest
Pointe at Heritage Crossing	\$305.00	\$296,000.00	48 Months	\$340.32

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

Creditor	Est Balance	Trustee/Co-Debtor	Period	Interest Rate

(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$300.00 of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
---------------	---------------	-------------------	---------------

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
		(100% or lesser dollar amount enumerated here)

8. **Priority Claims.** Pay the following priority claims allowed under 11U.S.C. § 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Internal Revenue Service	\$4,393.27
Indiana Department of revenue	\$42.00

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed:\$306,139.60. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0.00. Debtor guarantees a minimum of \$0.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
----------	------------

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
----------	----------------

10. Other:

Debtor will seek to strip lien of Veripro Solutions on debtor's residence located at 546 Newkirk Circle, St. Peters, MO 63303;

Debtor schedules an interest in 2 pre-petition claims: specifically; Claims against Third Parties (Personal Injury Claim against Nuva-Ring and Tort Claim against Monsanto Qualified Settlement Fund, regarding East St. Louis Toxic Exposure Litigation). The best interest of creditors' test will be re-evaluated when this asset is liquidated.

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to

incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. §1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO § 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: 10/6/2017

DEBTOR: /s/ Candrice C. Boyd
Candrice C Boyd

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Plan was mailed October 6, 2017 by placing same in the United States mail, first class, postage prepaid, addressed to the following:

Diana S. Daugherty, Trustee
P. O. Box 430908
St. Louis, MO 63143

Account Resolution Corp.
P. O. Box 3860
Chesterfield, MO 63006-3860

Advanced Dentistry of Saint Charles
F. Jay Ohmes DDS FAGD LCIF
1009 Rondale Ct
O Fallon, MO 63368

AES / Barclays Bank PLC
1200 N 7th Street
Harrisburg, PA 17102

AMCB
P O Box 37007
Baltimore, MD 21297-3007

Amcol Systems
111 Lancewood Road
Columbia, SC 29210

Apria Healthcare
1328 S Highland Avenue
Jackson, TN 38301-7369

Associated Pathologists, LLC
5301 Virginia Way, Suite 300
Brentwood, TN 37027

AT&T U-verse
P. O. Box 5014
Carol Stream, IL 60197-5014

Barclay Card Services
P. O. Box 8802
Wilmington, DE 19899-8802

Barnes Jewish Hospital
P.O. Box 954540
Saint Louis, MO 63195-4540

Barnes Jewish St. Peters Hospital
P.O. Box 9583115
Saint Louis, MO 63195-3115

Better Sleep, Stl
Dr F. Jay Ohmes
1009 Rondale Ct
O Fallon, MO 63368

BJC Health Care
P. O. Box 958410
Saint Louis, MO 63195-8410

Bloomington / FDSNB
P. O. Box 8058
Mason, OH 45040-8058

Bloomington / FDSNB
P. O. Box 78008
Phoenix, AZ 85062-8008

BYL Collection Services, LLC
301 Lacey Street
West Chester, PA 19382

Cardiology Diagnostics
P. O. Box 958417
Saint Louis, MO 63195-8417

CGH Medical Center
c/o: Marcam Associates
P O Box 60
Tamworth, NH 03886-0060

CGH Medical Center
P O Box 739
Moline, IL 61265

Choice Recovery, Inc.
1550 Old Henderson Rd., Suite S100
Columbus, OH 43220-3662

Consumer Collection Management
P. O. Box 1839
Maryland Heights, MO 63043

Credit Collection Services
725 Canton Street
Norwood, MA 02062

Day Knight & Associates
P.O. Box 5
Grover, MO 63040

Diversified Consultants
P. O. Box 551268
Jacksonville, FL 32255-1268

Franklin Collection Service, Inc.
P O Box 3910
Tupelo, MS 38803

Franklin Collection Services
2978 W. Jackson Street
Tupelo, MS 38801-6731

Global Receivables Solutions, Inc.
2703 N. Highway 75
Sherman, TX 75090

H&R Accounts
7017 John Deere Parkway
Moline, IL 61265

HRRG
PO BOX 5406
Cincinnati, OH 45273-7942

Immediate Health Assoc.
2950 Robertson Avenue, Suite 200
Cincinnati, OH 45209

Indiana Department of revenue
Att: Bankruptcy
P O Box 0595
Indianapolis, IN 46206-0595

Inova Alexandria Laboratory
2990 Telestar Court
Falls Church, VA 22042

Internal Revenue Service
P. O. Box 7346
Centralized Insolvency
Philadelphia, PA 19101-7346

Kozeny & McCubbin, LC
12400 Olive Blvd., Suite 555
Creve Coeur MO 63141

Liberty Mutual Group
12444 Powerscourt Dr Ste 100
Saint Louis, MO 63131

Mark S Berg, DDS
443 N New Ballas Rd, Suite 244
Saint Louis, MO 63141

Medical Commercial Audit
P. O. Box 480
High Ridge, MO 63049

Medicredit Corp
P. O. Box 1629
Maryland Heights, MO 63043-0629

Mercy Business Services
1730 E. Portland Street
Springfield MO 65804

Metro Imaging, LLC
11639 Olive Blvd
Saint Louis, MO 63141

Missouri Department of Revenue
P. O. Box 475
Jefferson City, MO 65105

Mount Carmel Health System
P O Box 89458
Cleveland, OH 44101

National Healthcare Collections, Inc.
153 Chesterfield Business Pkwy
Chesterfield, MO 63005-1233

Navient
P. O. Box 9635
Wilkes Barre, PA 18773-9635

Navient Solutions, Inc.
P. O. Box 9500
Wilkes Barre, PA 18773-9500

Neiman Marcus
P. O. Box 729080
Dallas, TX 75372-9080

Neiman Marcus
Customer Service
P O Box 5235
Carol Stream, IL 60197-5235

NovaSom, Inc.
P O Box 101928, Dept 2491
Birmingham, AL 35210-6928

OFallon Family Medicine
P O Box 958417
Saint Louis, MO 63195-8417

One Advantage, LLC
7650 Magna Drive
Belleville, IL 62223

PathGroup
P O Box 530814
Atlanta, GA 30353-0814

Pointe at Heritage Crossing
c/o: CMA
14323 S. Outer Forty Road, Suite 301 N
Chesterfield, MO 63017

Premiere Credit of North America, LLC
P. O. Box 46219
100 Centerview Drive, Suite 220
Nashville, TN 37214

Progress West HealthCare Center
2 Progress Point Parkway
O Fallon, MO 63368

Receivable Solutions, Inc.
P. O. Box 206153
Dallas, TX 75320-6153

Rhonda K. Cooke MD
P O Box 505255
Saint Louis, MO 63150

S E Emergency Phys Memphis
3429 Regal Drive
Alcoa, TN 37701-3265

Saks Fifth Avenue
Att: Customer Care
3455 Hwy 80 West
Jackson, MS 39209

Seterus
Bankruptcy Dept,
P. O. Box 1047
Hartford, CT 06143-1047

Southwestern Bell Telephone Company
c/o: James Grudus Atty
One AT&T Way, Room 3A 218
Bedminster, NJ 07921

St. Louis Pathology Associates, Inc.
660 Office Parkway
Saint Louis, MO 63141

State Collection Service
2509 S. Stoughton Road
Madison, WI 53716

Substitute Trustee Corporation
12400 Olive Blvd., Suite 555
Saint Louis, MO 63141

Sunrise Credit Services, Inc.
P.O. Box 9100
Farmingdale, NY 11735-3946

Title Boxing Club
4750 Mid Rivers Mall Dr.
Saint Peters, MO 63376

Transworld Systems, Inc.
507 Prudential Road
Horsham, PA 19044

Trinity Health Services
Mount Carmel - St. Ann's
500 South Cleveland Avenue
Westerville, OH 43081

US Attorneys' Office
c/o: Jane Rund Asst US Attorney
111 S 10th Street, Room 20.333
Saint Louis, MO 63102

Veripro Solutions
P O Box 3572
Coppell, TX 75019

Wakefield & Associates, Inc.
P. O. Box 58
Fort Morgan, CO 80701

Washington Univ. in St. Louis Physicians
660 South Euclid
P. O. Box 8239
St. Louis, MO 63110

Western Anesthesiology Assoc.
339 Consort Drive
Ballwin, MO 63011-4439

DATE:10/6/2017

/s/ Marie Guerrier Allen
Marie Guerrier Allen, # 42990 MO
Attorney for debtor
P. O. Box 411281
St. Louis, MO 63141
Email: allenmarie@sbcglobal.net
Tel: (314) 872-1900; Fax: (314) 872-1905